

MEMORANDUM OF UNDERSTANDING

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the CITY OF WYLIE, TEXAS (“City”), a home-rule municipality, whose address is 300 Country Club Rd, Wylie, TX 75098, and the FRIENDS OF RESCUE ANIMALS, a non-profit organization (FRAs), whose address is PO Box 758, Rowlett, TX 75030. City and FRAs are each referred to herein as a “party” or collectively as the “parties”.
2. **Purpose.** The purpose of this MOU is to help facilitate FRAs in their efforts to coordinate the volunteer program for the City Animal Services (also referred to herein as the “animal shelter”) operated by the City and to further establish each party’s responsibilities related thereto.
3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force until terminated as provided herein. This MOU may be terminated, with or without cause, by either the City or FRAs upon 15 days written notice, which notice shall be delivered by hand or by certified mail to the address listed above. The City retains the right to terminate this MOU for cause, with such termination to be effective immediately upon written notice of termination delivered to FRAs.
4. **Responsibilities of the City of Wylie.**
 - A. The City of Wylie shall allow FRAs to provide services in furtherance of the role of coordinator of various volunteer programs at the City Animal Services.
 - B. The City shall permit FRAs to utilize names and images of animals under the care of City Animal Services when soliciting donations (monetary and in-kind) to support extraordinary medical care, transport expenses, and/or other areas of support provided by FRAs to the animal shelter and animals therein.
5. **Responsibilities of FRAs.**
 - A. FRAs shall abide by all City Animal Services policy guidance and directions from City staff concerning animal shelter operations and handling and care of animals and all other operations of FRAs under this Agreement.
 - B. FRAs shall coordinate and provide management services for the volunteer program at City Animal Services and ensure that volunteers abide by the terms of their volunteer agreement and all City Animal Services policy guidelines and directions from City staff concerning animal shelter operations and handling and care of animals and all other activities at the animal shelter. These services shall include, but are not limited to, recruitment, training, scheduling, and recordkeeping, as further outlined in Exhibit A.
 - C. FRAs shall consider requests to cover out-of-the-ordinary medical expenses for animals at City Animal Services, as FRAs’ fundraising permits.

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- D. FRAs shall consider requests to assist with the City's Trap-Neuter-Release program for the City by sponsoring sterilizations, as FRAs' fundraising permits.
- E. All of FRAs' responsibilities under this Agreement shall be at no cost to the City.

6. General Provisions

- A. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.
- B. **Applicable Law.** The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Texas. This Agreement is performable in Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.
- C. **Entirety of Agreement.** This MOU represents the entire and integrated understanding between the parties and supersedes all prior negotiations, representations, understandings, and agreements, whether written or oral.
- D. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- E. **No Assignment.** Neither party shall have the right to assign that party's interest in this MOU without the prior written consent of the other party.
- F. **Relationship of Parties; No Third-Party Beneficiaries.** Nothing contained in this MOU shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership, joint venture, or employment, it being expressly understood and agreed that no provision contained in this MOU nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this MOU. Neither party has the authority to enter into contracts or to assume any obligation for the other, nor to make warranties or representations on behalf of the other except in accordance with the express terms of this MOU or as otherwise authorized in writing by the other party. There are no third-party beneficiaries to this MOU and no third-party beneficiaries are intended by implication or otherwise.
- G. **Immunity.** The parties acknowledge and agree that, in executing and performing this Agreement, the City has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise

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EXHIBIT A

This Exhibit A is incorporated into the Memorandum of Understanding ("MOU") between **CITY OF WYLIE, TEXAS** ("City") and **FRIENDS OF RESCUE ANIMALS** ("FRAs"). This Exhibit defines the responsibilities and expectations for the management and coordination of the City Animal Services Volunteer Program.

1. AUTHORITY

- a. The City Animal Services retains full authority over all policies, procedures, and requirements applicable to volunteer activities conducted at City Animal Services, as well as all animal care decisions and shelter operations at City Animal Services.
- b. The FRAs are responsible for the day-to-day administration of the volunteer program.
- c. The City Animal Services reserves the right to approve, deny, suspend, or remove any individual from volunteering at City Animal Services at its sole discretion. Such authority applies only to volunteers at City Animal Services and does not govern an individual's volunteer status with FRAs outside of City Animal Services.

2. SCOPE OF SERVICES PROVIDED BY FRAs

- a. Recruitment and Outreach
 - i. Recruit volunteers for shelter operations, events, and community initiatives
 - ii. Manage volunteer communications
- b. Screening and Onboarding
 - i. Process applications and conduct initial screenings
 - ii. Ensure completion of background checks and liability releases. FRAs are not responsible for any costs associated with background checks, and any costs associated with background checks will be covered by the City Animal Services
- c. Training
 - i. Provide general orientation covering shelter rules, safety, and expectations
 - ii. Provide role-specific training, including:
 1. Animal handling (dogs, cats, and other species)
 2. Bite prevention and safety protocols
 3. Cleaning and sanitation procedures

